



Agenda Date: 10/28/21
Agenda Item: VIIA

STATE OF NEW JERSEY
Board of Public Utilities
44 South Clinton Avenue, 1st Floor
Post Office Box 350
Trenton, New Jersey 08625-0350
www.nj.gov/bpu/

CUSTOMER ASSISTANCE

SCOTT WASELIK)	ORDER OF EXTENSION
Petitioner)	
)	
v.)	
)	
JERSEY CENTRAL POWER AND LIGHT)	
COMPANY)	BPU Docket No. EC19070821U
Respondent)	OAL Docket No. 10931-20

(SERVICE LIST ATTACHED)

The Initial Decision of the Administrative Law Judge was received by the New Jersey Board of Public Utilities ("Board") on September 21, 2021; therefore, the 45-day statutory period for review and the issuing of a Final Decision will expire on November 5, 2021. Prior to that date, the Board requests an additional 45-day extension of time for issuing the Final Decision in order to adequately review the record in this matter.

Good cause having been shown, pursuant to N.J.S.A. 52:14B-10(c) and N.J.A.C. 1:1-18.8, **IT IS ORDERED** that the time limit for the Board to render a Final Decision is extended until December 20, 2021.

DATED: *October 28, 2021*

BOARD OF PUBLIC UTILITIES
BY:¹

[Signature]
JOSEPH L. FIORDALISO
PRESIDENT

ATTEST: *[Signature]*
AIDA CAMACHO-WELCH
SECRETARY

¹ Authorized by the Board to execute this Order of Extension on its behalf.

Date Board mailed Order to OAL: 10-28-2021

cc: Service List Attached

DATED: 11/1/21



ELLEN S. BASS, ACTING DIRECTOR AND
CHIEF ADMINISTRATIVE LAW JUDGE

Date OAL mailed executed Order to Board: 11/1/21

Date Board mailed executed Order to Parties: 11-1-2021

SCOTT WASELIK, PETITIONER

V.

JERSEY CENTRAL POWER AND LIGHT, RESPONDENT

**BPU DOCKET NO. EC19070821U
OAL DOCKET NO. 10931-20**

SERVICE LIST

<p>Scott Waselik</p> <p>Joshua R. Eckert, Esq. Jersey Central Power & Light Company 300 Madison Avenue Morristown, NJ 07962 jeckert@firstenergycorp.com</p> <p>Karriemah Graham Supervising Administrative Analyst Office of Case Management Board of Public Utilities 44 South Clinton Avenue, 1st Floor Post Office Box 350 Trenton, New Jersey 08625 Karriemah.Graham@bpu.nj.gov</p> <p>Julie Ford-Williams, Director Division of Customer Assistance Board of Public Utilities 44 South Clinton Avenue, 1st Floor Post Office Box 350 Trenton, New Jersey 08625 Julie.Ford@bpu.nj.gov</p> <p>Meliha Arnautovic, DAG Department of Law and Public Safety Division of Law 25 Market Street Post Office Box 112 Trenton, New Jersey 08625 Meliha.Arnautovic@law.njoag.gov</p>	
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State of New Jersey
OFFICE OF ADMINISTRATIVE LAW

INITIAL DECISION

OAL DKT. NO. PUC 10931-20

AGENCY DKT. NO. EC19070821U

SCOTT WASELIK,

Petitioner,

v.

JERSEY CENTRAL POWER & LIGHT

COMPANY,

Respondent.

Scott Waselik, petitioner, pro se

Joshua R. Eckert, Esq., for respondent Jersey Central Power & Light Company

Record Closed: August 5, 2021

Decided: September 21, 2021

BEFORE **IRENE JONES**, ALJ:

STATEMENT OF THE CASE AND PROCEDURAL HISTORY

Petitioner, Scott Waselik (petitioner or Waselik), filed a petition with the Board of Public Utilities (Board) on July 15, 2019, seeking relief from the respondent, Jersey Central Power & Light Company (respondent or Company), from a mixed-meter situation at his residence. On August 13, 2019, the respondent filed an answer to the petition with the Board. In November 2020 the Board transmitted the matter to the Office of

Administrative Law for hearing as a contested case. A telephone prehearing conference was held on January 13, 2021, wherein a procedural schedule was established. A Zoom hearing was held on February 25, 2021. Post-hearing submissions were filed on August 5, 2021, at which time the record closed.

DISCUSSION

Based on the testimonial and documentary evidence in the record, I **FIND** the following undisputed facts:

1. At the time of the filing of the verified petition, petitioner resided at [REDACTED], New Jersey. The petitioner's apartment was in a multi-family dwelling. The apartment complex was remodeled in 2017.

2. Petitioner commenced taking electric service from the respondent on May 9, 2018.

3. In July 2017, prior to petitioner's occupancy of the apartment, meter no. 315934758 (the "original" meter) was associated with apartment [REDACTED]. Petitioner was billed for electric usage from the original meter.

4. On April 3, 2019, petitioner participated in a light test at the request of a JCP&L technician who was at the apartment complex conducting a mixed-meter investigation. The purpose of the test was to positively identify the meter associated with petitioner's apartment. The technician performed three tests on the meter pursuant to Meter Work Notification no. 149926. (R-2.)

5. After the tests were completed the technician told petitioner that he was incorrectly billed, as the "Billed Meter" likely belonged to apartment [REDACTED].

6. The correct meter associated with petitioner's apartment was meter no. 317772984, the "Apartment Meter."

7. The respondent concedes that the Meter Work Notification incorrectly identifies the petitioner's apartment as unit [REDACTED]. (R-2.)

8. The technician prepared a Switched-Meters Investigation Report. While it correctly identifies the petitioner's apartment with meter no. 2984, it incorrectly identifies the petitioner as the occupant of apartment unit [REDACTED]. (R-4.)

9. Exhibit R-9 is the Initial Rebill Statement prepared by the company. It shows usage and charges associated with the Billed Meter and the Apartment Meter. The difference between the usage and charges on the Billed Meter and the Apartment Meter is a \$42.47 shortage.

10. On June 17, 2019, petitioner received the rebill and was advised that the account was rebilled from May 9, 2018, to March 27, 2019, and was based on the meter's current read and his previous usage history. He was advised that he had a balance due of \$202.51. (R-1 at 26.)

11. Petitioner refused to pay the respondent for electric service during the entire dispute. A final bill with a balance of \$1,456.42 was sent to the petitioner on or about December 29, 2020 (R-11). Petitioner vacated the premises in December 2020.

Testimony

At the hearing, the respondent presented two witnesses and the petitioner testified on his own behalf. While the petitioner bears the burden of proof and ordinarily would proceed first in the order of proofs, this general rule was not followed here because the petitioner is a pro se litigant. The testimony presented below provides a summary of the pertinent testimony of the witnesses.

Casey Betz (Betz) is the company's supervisor of Dover and Newton Meter Services. Betz has worked in meter services for approximately twenty years and has held his current position for ten years. His position requires him to work with field technicians,

electricians, and customers. He is familiar with the instant dispute and was present for the onsite meter testing. Betz identified a February 28, 2019, mixed-meter work order for [REDACTED], which was previously marked as R-2 for the record. A technician was sent to the apartment to verify which meter corresponds to a given apartment. This onsite inspection occurred on April 3, 2019, and the results were reported in a Mixed-Meter Notification report (R-3). The report stated that meter no. S317772984 registered usage for apartment [REDACTED].

On May 16, 2019, a switched-meter report following the onsite investigation was prepared. (R-4.) Betz testified that he was at the apartment on the day the report was made. He then described for the record the test that the technicians performed to determine the appropriate meters for the apartments in question. Also present was the landlord, with whom he inspected each unit that was thought to be a part of the meter mix-up. Briefly, the inspection consisted of flipping the breaker off for an apartment and verifying that the lights went off for the corresponding apartment. The results were then checked against the worksheet. The meter for the petitioner's apartment was found to be no. S317772984, which was consistent with the April 3, 2019, investigation.

A Unit Line Department Notification form for the address at issue here was created on August 24, 2016, and it sets forth information regarding the initial customer at the time service was first initiated at the apartment. (R-6.) The form identifies the meter number for apartment [REDACTED] as S315934758. The apartment is in a multi-family dwelling and has multiple meters in a single location. The meters are in one meter stack, with a meter-pan slot for each meter and corresponding apartment. Betz noted that the company is not responsible for ensuring that the meter pans are accurately marked. It is the customer's responsibility, as provided in Section 5.08 of the company's tariff. (R-7.) The customer's obligation to appropriately mark and maintain meter pans is set forth in the Customer Guide for Electrical Service. (R-8.) If a customer, in this case, the landlord, has more than one meter, it is the customer's responsibility to properly tag the meter pans with the appropriate apartment numbers. Here, the meters were found to be inappropriately labeled.

Michele Whelan (Whelan), general supervisor in the Holmdel Customer Accounting Department, also testified on behalf of the respondent. She has worked in the department for sixteen years and has been in her current position for just over six years. She is responsible for all the day-to-day processing of billing corrections and customer billing issues. It is her department that prepares and issues a rebill. Generally, the process consists of calculating the consumption for which a customer should have been billed and comparing that against the consumption for which the customer was billed. Thereafter, the customer is sent a rebill based on the correct consumption. This results in some customers being charged and other customers being credited. The customer receives a credit for payments made during the rebill period.

In this case, petitioner was sent an initial rebill statement that covered the period of May 9, 2018, through March 27, 2019. (R-9.) Petitioner's rebill shows a \$42.47 difference. The original billing was \$923.72, and the corrected charges based on consumption were \$966.19. Once a mixed-meter issue is discovered, billing is immediately stopped, so, in this instance, petitioner was not billed for April and May of 2019. He was, however, ultimately billed for those two months in the rebill. On April 28, 2019, after the rebill, petitioner had a balance due of \$202.51. (R-9.) The mixed-meter investigation revealed that petitioner's consumption was billed to apartment [REDACTED]. (R-4.)

Whelan further testified that Sections 3.06 through 3.09 of the company's tariff provide for an adjustment to the customer's charges when a meter fails to register or for any other legitimate reason within a period of six years from when it was first discovered. The six-year timeframe was applicable here. (R-10.) Since the rebill the petitioner has terminated his service at the apartment, effective December 2020. A final bill was issued in December 2020 that shows a balance due of \$1,456.42. (R-11.)

Under cross-examination, Whelan noted that meter no. S31594758 was associated with apartment [REDACTED] and meter no. 31772984 measured consumption for apartment [REDACTED]. Whelan admitted that there were rebills for several apartments.

The respondent later recalled witness Whelan, who then testified that there were seven apartments that were rebilled as a result of the mixed-meter investigation.

Petitioner testified on his own behalf. He recounted being awakened on the morning of April 3 by a JCP&L technician, who advised that he was performing a mixed-meter check. The technician asked him to verify that his light would go on/off when the technician flipped the breaker. The meter mix-up was confirmed and the technician advised that he could not correct the problem, but that petitioner would be rebilled after the necessary meter work was corrected. Petitioner took pictures of the meters, meter numbers, total hours, and “which meter numbers were associated with what.” The technician advised that three apartments were affected. Petitioner recalled that his pictures revealed that apartments [REDACTED] were involved.¹

He concludes that the company has no idea of which meters are associated with which apartments. He asserts that meter no. 4758 was associated with his apartment [REDACTED]. Petitioner also took issue with the six-year grace period afforded the company with respect to mixed-meter issues.

Petitioner further noted that the letter accompanying the rebill explained that the bills he received were associated with electric usage at apartment [REDACTED]. In that mailing, respondent included a “metrical” rebilling that reflects that meters [REDACTED] were the mixed meters. Petitioner further testified that despite the fact that he and his neighbor were both in their respective apartments during the months of April and May 2019, the rebill shows 0 kilowatts hours (KWH) for the apartments.

LEGAL DISCUSSION AND CONCLUSIONS

In this administrative proceeding, petitioner bears the burden of proving by a preponderance of the competent, credible evidence that he is entitled to the requested relief. Atkinson v Parsekian, 37 N.J. 143, 149 (1962). Evidence is found to preponderate if it establishes the reasonable probability of the facts alleged and generates reliable belief that the tendered hypothesis, in all likelihood, is true. See Loew v. Union Beach, 56 N.J. Super. 93, 104 (App. Div.), certif. denied, 31 N.J. 75 (1959). Petitioner alleges that as a

¹ Petitioner did not have the pictures in his possession and was unable to upload the pictures at the hearing, thus they are not in the record.

result of a meter mix-up he was incorrectly billed/rebilled for electrical usage, thus depriving him of his ability to accurately gauge his actual level of consumption. Further, he alleges that the rebill is unreliable, as the cover letter accompanying the rebill claims that his apartment, [REDACTED] was mixed up with apartment [REDACTED]. However, the rebill itself shows a mixed meter for apartment [REDACTED]. Moreover, petitioner asserts that faulty meter reading damaged his household because they had no way of knowing how much electricity they were using, nor any ability to adjust accordingly. Thus, his outstanding balance should be wiped clean to compensate for the time expended in dealing with this matter over the last two to three years.

Respondent rebuts the petitioner's assertions and relies on section 3.06 of the company's tariff, which provides in pertinent part:

3.06 Billing Adjustments: An adjustment of charges due to the Company will be made when a meter fails to register within the limits of accuracy prescribed by the BPU in accordance with N.J.A.C. 14:3-4.6, or for any other legitimate reason, in which case such adjustment shall not be for a period of more than six years prior to the time the reason for the adjustment became known to the Company.

Additionally, the company relies on Sections 5.07 and 5.08 of its tariff, which provide:

5.07 Liability for Customer's Installation: The Company will not be liable for damages to or injuries sustained by the Customer or others, or by the equipment or property of Customer or others, by reason of the condition, character, or operation of the Customer's wiring or equipment of others.

5.08 Meter Sockets and Current Transformer Cabinets: Upon the Company's designation of a Point of Delivery at which its Service line will terminate, the Customer shall provide, at its sole cost and expense, a place suitable to the Company for the installation of metering and all other electric facilities needed for the provision of electric energy by the Company. It shall be the Customer's responsibility to furnish, install, and maintain self-contained meter sockets in

accordance with Company specifications which are available upon request.

I **FIND** credible the testimony of witness Betz. Betz was onsite on the day of the switched-meter investigation, where he accompanied the landlord to the apartment units that were suspected of having switched meters. He witnessed the meter tests where the lights were tested against the marked meters. I am persuaded that the meters were inappropriately labeled when they were installed. Section 5.08 of the company's tariff holds it harmless when a situation such as the instant one occurs. Here, it was the customer's (landlord's) responsibility to assure that the meter pans were correctly associated with the appropriate apartments.

I further **FIND** credible the testimony of witness Whelan, who was responsible for customer rebills. Whelan testified that petitioner was sent a rebill in accordance with the provisions of section 3.08 of the company's tariff. The tariff allows the company to adjust the charges when a meter fails to accurately register within certain limits or for any legitimate reason within six years from the time that the occurrence became known to the company.

I **CONCLUDE** that the petitioner has failed to sustain the required burden of proof. In order to prevail, petitioner must demonstrate that he does not owe the respondent any money on his account or that he was overcharged for his consumption. He has failed to make such a showing. The adjustment from the switched meter was \$42.47. However, petitioner did not pay anything on his account during the entire dispute, some eighteen months. While I find credible petitioner's testimony that he spent a great deal of time and effort on this matter, he is not entitled to free electric service. To allow such would require other JCP&L customers to subsidize the petitioner's costs, as the account becomes an uncollectible expense which the company is entitled to recover in rates. Such subsidization is untenable and violates the fundamental principles of appropriate and fair ratemaking.


ORDER

For the foregoing reasons, the requested relief is hereby **DENIED** and this matter is hereby **DISMISSED**.

I hereby FILE my initial decision with the BOARD OF PUBLIC UTILITIES for consideration.

This recommended decision may be adopted, modified or rejected by the **BOARD OF PUBLIC UTILITIES**, which by law is authorized to make a final decision in this matter. If the Board of Public Utilities does not adopt, modify or reject this decision within forty-five (45) days and unless such time limit is otherwise extended, this recommended decision shall become a final decision in accordance with N.J.S.A. 52:14B-10.

September 21, 2021
DATE


IRENE JONES, ALJ (Ret. on recall)

Date Received at Agency:

September 21, 2021

Date Mailed to Parties:

September 21, 2021

mmm

APPENDIX

List of Witnesses

For Petitioner:

Scott Waselik

For Respondent:

Casey Betz

Michele Whelan

List of Exhibits

For Petitioner:

None

For Respondent:

- R-1 Jersey Central Power & Light Verified Answer
- R-2 Meter-mix Work Order, [REDACTED]
- R-3 Meter-mix Work Notification Order Number 04499926
- R-4 Switched-Meters Investigation Report, dated May 16, [REDACTED]
- R-5 Meter Work Notifications 5/17
- R-6 Unit Line Department Notification, [REDACTED]
- R-7 Section 5 of JCP&L Tariff
- R-8 Customer Guide for Electrical Service, October 2018
- R-9 Initial Rebill Statement
- R-10 New Jersey Tariff Original Sheet, Number 11, Sections 3.06 through 3.09
- R-11 Final Bill of Service
- R-12 Seven different Initial/Rebill Statements